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Labor - Secondary Boycott - Common Situs Picketing

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tected;[71] and that parents should be made to answer for the wrongs of their children.[72] These factors are bound to have some effect on the judicial determination of the constitutionality of this ordinance.

VI.
SUMMATION.

The Philadelphia City Council had the authority to enact this legislation, and since the wording of the ordinance is sufficiently clear it can withstand the objection that it is unconstitutional because of vagueness. The police power is broad and should be considered in the light of the needs of the community and the present-day reaction to sociological concepts. Since the rights of personal liberty are not absolute, the legislature may limit them if the ensuing legislation is not violative of constitutional provisions. It appears that the constitutional requirements have all been met and that this curfew ordinance, viewed in the abstract, is a valid exercise of the city's municipal powers.

Regina M. Ward

LABOR—SECONDARY BOYCOTT—"COMMON SITUS" PICKETING.

When Congress, in the Taft-Hartley Amendments to the National Labor Relations Act, specifically outlawed those labor tactics known as secondary boycotts [1] it entered a field already subject to much legislation [2]

71. Judge Carroll quoted J. Edgar Hoover as saying, "Overprotection of the juvenile delinquent is basically and fundamentally wrong and bad for the community." *Hearing on Bill No. 718 Before Committee of the City Council of Philadelphia,* Nov. 24, 1954.

72. Note, 30 NOTRE DAME LAW. 295 (1955).

1. National Labor Relations Act, 61 STAT. 140 (1947), U.S.C.A. § 158(b) (4) (A) (Supp. 1954). The act states:

"It shall be an unfair labor practice for a labor organization or its agents . . . .

(4) to engage in, or to induce or encourage the employees of an employer to engage in, a strike or a concerted refusal in the course of their employment to use, manufacture, process, transport, or otherwise handle or work on any goods, articles materials, or commodities or to perform any service, where an object thereof is: (A) forcing or requiring any employer or self-employed person to join any labor or employer organization or any employer or other person to cease using, selling, handling, transporting, or otherwise dealing in the products of any other producer, processor, or manufacturer, or to cease doing business with any other person."

2. *E.g., California:* CALIFORNIA LABOR CODE §§ 1131-1136 (1937); *Colorado:* Colo. Laws 1943, S.B. 183, 6(g); *Wisconsin:* W.E.P.A. § 111.06(2)(g); *Idaho:* Idaho Laws 1943, c. 21968 § 9; *Kansas:* Kansas Laws 1943, S. Bill 264 § 8(12); *Minnesota:* MINN. STAT. § 179.11(g) (1941); *Oregon:* Ore. Laws 1940 § 102; See generally, Note, *Labor's Use of Secondary Boycotts,* 15 GEO. WASH. L. REV. 327 (1947).

and adjudication [3] by the individual states. To the extent to which Congress has removed this subject from the jurisdiction of the states,[4] the federal courts and the National Labor Relations Board have built up a body of general principles in an attempt to define what actions on the part of a union will constitute a secondary boycott. On June 4, 1951, the Supreme Court of the United States handed down four decisions upholding the constitutionality of the secondary boycott provisions of the Taft-Hartley revisions.[5] It is significant that two of these cases involved what may be termed "common-situs" picketing. In discussing the present status of secondary boycotts, this Comment will be confined to this form of picketing and will define other aspects of the question only as they arise in conjunction with "common-situs" picketing.

I.

SECONDARY BOYCOTT PROVISIONS.

Section 8(b)(4) of the Amended National Labor Relations Act, which bans secondary boycotts, specifically prohibits only inducements to *concerted* activities by employees. In the case of *National Labor Relations Board v. International Rice Milling Co.*,[6] the Supreme Court of the United States clearly indicated that this limitation should be strictly

3. See Land v. Auto Mechanics Union, 16 Cal.2d 374, 106 P.2d 408 (1940); Wagner v. Milk Drivers Union Local 753, 320 Ill. App. 341, 50 N.E.2d 865 (1943); Maywood Farms Co. v. Milk Wagon Drivers Union of Chicago, Local 753, 301 Ill. App. 607, 22 N.E.2d 962 (1939); Johnson v. Milk Drivers & Dairy Employees Union Local 854, 195 So. 791 (La. 1940); Fink and Son v. Butcher's Union No. 422, 84 N.J. Eq. 638, 95 Atl. 182 (Ct. Ch. 1915); Goldfinger v. Feintuch, 276 N.Y. 281, 11 N.E.2d 910 (1937); Alliance Auto Service, Inc. v. Cohen, 341 Pa. 283, 19 A.2d 152 (1941); Boden Co. v. Local 133 International Brotherhood of Teamsters, 152 S.W.2d 828 (Tex. 1941); United Union Brewing Co. v. Beck, 200 Wash. 474, 93 P.2d 772 (1939).

4. In a case involving union protests against a railroad for engaging in what is known as "piggyback trucking" it was held to be outside the jurisdiction of the NLRB. "Piggyback trucking" involves the hiring by trucking companies of railroad flatcars on which fully loaded trailers are transported, thus decreasing the working time of the truck drivers. When the truckers' union picketed the railroad, the state court assumed jurisdiction on the ground that a railroad was not an "employer" under the NLRA, and that the Railway Labor Act was not a bar since the railroad was not a party to a labor dispute. New York, N.H. and H.R.R. v. Jenkins, 122 N.E.2d 759 (Mass. 1954). In addition, the state court has jurisdiction where the alleged secondary boycott is charged against *another employer*, even though that employer acted on advice from a union. Truck Drivers Union Local 941 v. Whitfield Transportation, 273 S.W.2d 857 (Tex. 1954). The state also may act where the situation does not fall within the requirements of the Board's jurisdictional policy. Under this policy, if the operations of the primary employer do not meet the Board's standards, it will consider the impact which the secondary picketing might have on the operations of the secondary employer. Columbia Southern Chemical Corp., 110 N.L.R.B. 25 (1954).

5. NLRB v. International Rice Milling Co., 341 U.S. 665 (1951); NLRB v. Denver Building Trades Council, 341 U.S. 675 (1951); International Brotherhood of Electrical Workers, AFL, v. NLRB, 341 U.S. 694 (1951); United Brotherhood of Carpenters and Joiners, AFL, v. NLRB, 341 U.S. 707 (1951).

6. 341 U.S. 665 (1951). In this case an uncertified union picketing for recognition sought to induce two employees of neutral customers to refuse in the course of their employment to go to the primary employer's mill to pick up goods.

enforced. In that case the Court stated that § 8(b)(4) must be read in conjunction with § 13[7] so that it would impede the right to strike only in those instances specifically prohibited in the act. Since § 8(b)(4) is expressly limited to inducements to concerted activities, an inducement directed to only two employees was held not to be a violation of the act.[8] However, even if the concerted activity is ostensibly directed only at the primary employer, if it can be found that the union's actual purpose is to cause concerted secondary activities, § 8(b)(4) has been violated.[9] Although the picketing is such as would ordinarily be protected under the so-called "free speech" provisions of the Taft-Hartley Amendments,[10] it is no longer protected free speech when such picketing is found actually to constitute a signal to affiliated unions to stay off the job. However, a union's inducements or encouragement must be directed at *employees* in order to constitute a secondary boycott under the act.[11] Pressure brought directly against neutral employers, or pressure addressed to management or supervisory personnel, is not within the prohibitions of § 8(b)(4), even though such pressure contains an implied threat to strike.[12] Since such inducements or threats are not within the jurisdiction of the National Labor Relations Board, they can be, and have been enjoined by the state courts, even when the employer was engaged in interstate commerce.[13]

7. "Nothing in this subchapter, except as specifically provided for herein, shall be construed so as either to interfere with or impede or diminish in any way the right to strike, or to affect the limitations or qualifications on that right." 61 STAT. 151 (1947), 29 U.S.C.A. § 163 (Supp. 1954).

8. The NLRB is not too willing to follow this reasoning. In *Local 88, Amalgamated Meat Cutters and Butcher Workmen,* 113 N.L.R.B. 31 (1951), an attempt by the union to induce one buyer at each of many retail dealers not to buy an employer's products was held to be an inducement to unlawful concerted activity. Despite the fact that only one buyer at each retail store was affected, the Board reasoned that the action sought was concerted since large numbers of employees of different employers were effected.

9. NLRB v. Denver Building and Construction Trades Council, 341 U.S. 675 (1951); John A. Piezonki v. NLRB, C.C.H. LAB. CAS. ¶ 69,019 (4th Cir., Feb. 26, 1955).

10. NLRB v. Denver Building and Construction Trades Council, *supra* note 9; International Brotherhood of Electrical Workers, AFL, v. NLRB, 341 U.S. 694 (1951). In the latter case, it was stated that Congress' intent was to include peaceful picketing in its prohibition since the scope of "encourage" and "induce" as used in § 8(b)(4) of the National Labor Relations Act as amended, and in § 303 of the Labor Management Relations Act is sufficiently broad to include peaceful picketing.

11. Rabouin v. NLRB, 195 F.2d 906 (2d Cir. 1952).

12. ". . . The House version of the bill, H.R. 3020, 80th Congress, 1st Session, incorporated the rule against threat to strike that petitioner would have us adopt, in sections 2(14), 12(a)(3); but the present phraseology is the product of a joint conference wherein the Senate's draft to the contrary was adopted. 1 N.L.R.B. LEGISLATIVE HISTORY OF THE LABOR MANAGEMENT RELATIONS ACT 42, 112, 113, 168-169, 204-205. . . . We should not interpolate into the Act restrictions which Congress has purposefully deleted." NLRB v. National Maritime Union of America, 175 F.2d 686, 690 (2d Cir. 1949).

13. See Truck Drivers Union Local 941 v. Whitfield Transportation, 273 S.W.2d 857 (1954). See also n. 4, *supra.*

II.

"COMMON-SITUS" PICKETING.

In order to resolve some of the confusion which has beset both labor and management in their attempts to determine whether certain actions constituted secondary boycotts, the National Labor Relations Board in 1950 set up four rules which, if complied with, would make "ambulatory" or "common-situs" picketing lawful.[14] These rules, known as the *Moore Dry-Dock* rules, state that when the situs of a labor dispute is ambulatory, picketing at the premises of a secondary employer is lawful primary picketing if:

(1) The picketing is limited strictly to times when the situs of the dispute is located on the secondary employer's premises.

(2) At the time of the picketing, the primary employer is engaged in his normal business at the situs.

(3) The picketing is limited to places reasonably close to the location of the situs.

(4) The picketing discloses clearly that the dispute is with the primary employer.

Although these rules are, at first glance, rather simple, they have been the subject of a great deal of interpretation. Perhaps the most controversial and therefore the most frequently discussed rule is that involving the location of the situs of the dispute. The rule usually applied by the National Labor Relations Board to determine whether the premises picketed are the situs of the dispute is that announced in the *Washington Coca-Cola* case.[15] Under this rule, if the primary employer has a permanent place of business at which the dispute may be "adequately publicized," picketing at the premises of secondary employers is a violation of the Taft-Hartley Amendments if the underlying purpose is to cause the secondary employers to cease doing business with the primary employers. For example, in a 1955 decision,[16] the Board held that since a primary employer's premises were only thirty feet from those of the secondary employer, the union's actual purpose in picketing the premises of the secondary employer must have been to induce his employees to cease work.[17] On this basis, the Board held that the union had violated § 8(b)(4)(a) of the Taft-Hartley Act. This rule has been extended to

14. See *In re* Sailors' Union of the Pacific, AFL, and Moore Dry-Dock Co., 92 N.L.R.B. 93 (1950).

15. Brewery and Beverage Drivers Local 67 v. NLRB, C.C.H. LAB. CAS. ¶ 69,023 (D.C. Cir. Mar. 10, 1955).

16. National Trucking Co., 111 N.L.R.B. 68 (1955).

17. In the case cited, the union claimed and the Board found that picking up cars at the premises of the secondary employer was one of the most important phases of the primary employer's business, and the union contended that, although the picketing was at the premises of the secondary employer, its sole purpose was to reach the primary employer.

a case in which a union was engaging in a dispute with a supplier of building materials concerning the discharge of a truck driver.[18] The primary employer's drivers spent twenty-five per cent of their time at the plant, twenty-five per cent en route to construction sites, and fifty per cent at the construction sites delivering the materials. The union followed the drivers to the construction sites, and there displayed signs showing that the dispute was with the primary employer. The picketing took place only while the trucks of the drivers were present, and the pickets remained in the immediate area of the trucks without trespassing on private property. Nevertheless, the National Labor Relations Board strictly adhered to its *Washington Coca-Cola* rule and held that since the primary employer had a permanent place of business, picketing at the construction sites was for the purpose of forcing secondary employers to cease doing business with the primary employer by inducing secondary employees to cease work. The same rule was applied by the Board in the celebrated case of *Gotham Broadcasting Corp., Associated Musicians of Greater New York Local 802.*[19] Here the employer and the union were in dispute over the employment of musicians at the employer's radio station. The union picketed the radio station, and then extended the picketing to Yankee Stadium and the Eastern Parkway Arena, where the employer broadcasted sporting events, but where no musicians were employed. No secondary employees ceased work as a result of the picketing, but at Yankee Stadium, the bandmaster, an independent contractor, refused to let his band cross the picket line, and at Eastern Parkway, an official of the arena forced the radio station to remove its broadcasting equipment in order to halt furher picketing. The Labor Relations Board found that the situs of the dispute was solely at the radio studio, since all the employees involved were employed there, and the dispute could readily be publicized by picketing there. The Board's conclusion was that the picketing was conducted for the purpose of forcing the secondary employer to cease doing business with the primary employer by inducing and encouraging employees of the secondary employer to engage in a strike or concerted refusal to work. This decision illustrates the Board's policy of holding such picketing illegal, even though the secondary employees themselves are not the actual object of the union's inducement.

If the Board were to apply the *Washington Coca-Cola* doctrine in every case in which the primary employer has a permanent place of business, it would put an end to virtually all ambulatory situs picketing. However, the Board announced a contrary intention in the *Pittsburgh Plate Glass Co.*[20] opinion. In that decision the *Washington Coca-Cola*

18. Associated General Contractors of America, Inc., Georgia Branch, 110 N.L.R.B. 274 (1954).

19. 110 N.L.R.B. 269 (1954).

20. Pittsburgh Plate Glass Co., 110 N.L.R.B. 84 (1954). In this case the employer employed glaziers who worked mostly at construction sites. After a break-

doctrine was distinguished and found to be inapplicable in a case where the primary employer's plant was picketed only a small part of the time, was in a fairly inaccessible industrial area, and where the employees involved spent most of their time at the premises of the secondary employer. The secondary employer's premises was held to be the situs of the dispute, and the Board applied the rule, first announced in the case of *Otis Massey Co.*,[21] that the *Washington Coca-Cola* doctrine would not be applied where the premises of the secondary employer harbors the situs of the dispute between the union and the primary employer.

The fourth aspect of the *Moore Dry-Dock* rule has also been the subject of much interpretation. The question which arises in almost every case involving secondary boycotts is, "What is necessary on the part of a union clearly to show that the dispute is with the primary employer only"? One of the most expansive answers to this question was given by the National Labor Relations Board in the case of *John Piezonki d.b.a. Stover Steel Service*,[22] only to be reversed in the United States Court of Appeals for the Fourth Circuit,[23] less than nine months later. Here the Board announced that so long as the pickets, by instructions or through their signs did not call for concerted action on the part of the secondary employees, and even if they expected many secondary employees to refuse to cross the picket line, it was not incumbent upon the union to take affirmative action to negative the inducement which the picket line constituted. The Board stated:

> ". . . if the picketing union by its signs and conduct does indicate that its disagreement is only with the primary employer, its conduct is primary and lawful even though employees of neutral employers may of their own volition refuse to cross the picket line and thereby exert pressure on the secondary employer." [24]

When the case came before the Circuit Court, however, Chief Judge John J. Parker held that since only the secondary employees were affected by the picketing, it was actually directed at them to bring secondary pressure by forcing the secondary employer to cease dealing with the primary employer.[25] This latter decision is readily understandable when

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down in contract negotiations, the union picketed the employer's plant and also the construction sites where the glaziers were employed. Although the Board held the picketing was unlawful because the signs did not disclose clearly enough the nature of the picketing, nevertheless, the *Washington Coca-Cola* rule was found inapplicable. This case was later overruled on different grounds in *Mc Allister Transportation Inc.*, 110 N.L.R.B. 224 (1954).

21. 109 N.L.R.B. 61 (1954).

22. 108 N.L.R.B. 221 (1954).

23. See John A. Piezonki, Stover Steel Service v. NLRB, C.C.H. LAB. CAS. ¶ 69,019 (4th Cir. Feb. 26, 1955).

24. 109 N.L.R.B. 61 (1954).

25. This case signified approval by the Fourth Circuit of the rules for "common-situs" picketing laid down in the *Moore Dry-Dock* case by the NLRB. Three

it is noted that the pickets carried signs stating merely that the picketing was organizational, *without naming the disputing parties.* The importance of the content of the signs carried by pickets was stressed in the case of *Sperry v. Building Trade Council of Kansas Cities,*[26] where it was stated that picketing a primary employer at the premises of a secondary employer is not unlawful if the signs name the primary employer and state that the dispute involves him alone; but the picketing is unlawful if the signs fail to name the primary employer. Nevertheless, the purpose of the union must be determined from all the evidence, and if it be found that one of the union's objectives is to cause the secondary employer to cease doing business with the primary employer,[27] the picketing is unlawful regardless of the content of the signs. The Labor Board has apparently adopted this point of view and abandoned its former *Stover Steel Co.* position. In the subsequent case of *Columbia-Southern Chemical Corp.*[28] the Board held that a mere change in the content of the picket sign is not sufficient to apprise employees that "common-situs" picketing concerns only one certain employer. It further stated that all the circumstances must be considered in determining whether the picketing is confined to one employer or whether it is meant to affect all.

Recently, the United States Court of Appeals for the Fifth Circuit has shown dissatisfaction with the theory of the *Moore Dry-Dock* rules, as modified by the *Washington Coca-Cola* rule. In so doing, that court placed serious but sensible limitations upon those rules. Its opinion in the case of *NLRB v. General Drivers, Warehousemen and Helpers Local 968,*[29] held, in the face of a contrary ruling by the Labor Board, that if the application of the *Moore Dry-Dock* rules as to situs should make picketing unlawful in the situation under discussion,[30] those rules

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other circuits have also expressly approved those rules: *NLRB v. Service Trade Chauffeurs Local 145,* 191 F.2d 65, 68 (2d Cir. 1951); *NLRB v. Chauffeurs Union,* 212 F.2d 216, 219 (7th Cir. 1954); *NLRB v. Local Union 55,* 218 F.2d 226 (10th Cir. 1954).

26. 131 F. Supp. 36 (W.D. Mo. 1955). The last case also reiterated the holding that the mere fact that the picketing union knows that another union of another employer on the common premises will refuse, or is refusing to work behind the picket line does not make it a secondary boycott unless the evidence shows that one of the picketing union's objectives is to cause the secondary employer to cease doing business with the primary employer.

27. Even though all the unions involved were members of the same trades council and discussed the strike of one at a meeting, this does not prove that the striking union induced the work stoppages of the others. Sperry v. Building Trades Council of Kansas Cities, 131 F. Supp. 36 (W.D. Mo. 1955).

28. 110 N.L.R.B. 25 (1954).

29. 28 C.C.H. LAB. CAS. ¶ 69, 396 (5th Cir. Aug. 2, 1955).

30. The primary employer had its drivers at construction sites at various times. The union representing the drivers picketed the employer's warehouse and also the construction sites even at times when the drivers were not present. The picket signs stated the dispute was only with the primary employer, and directed the public to read a pamphlet distributed by the pickets which advised all interested parties that the dispute was with the primary employer alone. The pickets remained as close as possible to locations where employees of the primary employer were working.

would be in conflict with the Supreme Court's pronouncement that "it is the objective of the union's secondary activities . . . and not the quality of the means employed to accomplish that objective which was the dominant factor motivating Congress in enacting that provision [§ 8(b)(4)]." [31] The court's opinion further stated:

> "While our view does not compel rejection of all of the Moore Dry-Dock criteria as such, when properly applied, it does expressly limit the applicability of that decision as controlling under the facts of this case, for we conclude that no warrant exists either in the language of the statute or the authorities cited which would justify the adoption and approval of its 'situs' theory to an extent inconsistent with the provisions of the Act, or for empowering the Board, under the guise of fact-finding, to fix the 'situs' of a dispute at only one of a primary employer's numerous business activities, thereby isolating other employees of that same primary employer from exercising their statutory right under § 7 to engage in mutual aid and protection and to make common cause with their co-workers." [32]

However, the Board has shown no signs of acquiescing in the decision and, in light of the fact that four circuits have expressly approved the *Moore Dry-Dock* rules, the Board is likely to continue its present policy.[33]

III.

Further Aspects of Secondary Boycotts.

Section 8(b)(4)(A) of the Taft-Hartley Amendments requires that the alleged secondary employer be actually "doing business" with the primary employer.[34] If the two are actually allies the "secondary" employer is a party to the dispute and picketing of his premises is not a secondary boycott. However, the Labor Board will not look beyond the facts to find an alliance. No alliance was found in a case in which customers, during a strike of maintenance and repair workers of the Royal Typewriter Company took their machines to independent repairmen under a Royal guarantee. Although the Royal Company paid for these repairs,

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31. International Brotherhood of Electrical Workers, AFL, v. NLRB, 341 U.S. 694, 704 (1951); NLRB v. International Rice Milling Co., 341 U.S. 665, 671 (1951).

32. Carter Carburetor Co. v. NLRB, 140 F.2d 714, 718 (8th Cir. 1944).

33. In regard to this approval, the court stated, "And while four circuits have approved the criteria evolved by the Board in its *Moore Dry-Dock* case, *supra*, we think such approval was necessarily based upon substantial evidence that the unlawful object denounced by the statute actually existed, rather than upon the inferentially suggested theory that this ultimate and controlling statutory inquiry may be effectually supplanted merely by Board findings that the real 'situs' of a labor dispute exists at a location other than that determined by the conduct of the parties. . . ."

34. See Douds v. Metropolitan Federation of Architects, 75 F. Supp. 672 (D.C.N.Y. 1948). See also statement of Senator Robert A. Taft, 93 CONG. REC. 4323 (1947), that the purpose in enacting § 8(b)(4) "is to protect those wholly unconcerned in a labor dispute."

the Labor Board found that picketing the independent repairmen was a secondary boycott.[35]

Another aspect of secondary boycotts which has received much attention is that involving "hot cargo" or "subcontractor" clauses. Such clauses are often included in union contracts and take various forms. Most of them require that the employer subcontract only to unionized subcontractors, or that subcontractors shall be required to abide by all the terms of the union's contract with the primary contractor, or that the union should refuse to handle cargo or goods of another employer involved in a labor dispute. Such contracts were upheld by the Court of Appeals for the Second Circuit in 1952 in the *Conway's Express* case[36] wherein it was stated that: "Consent in advance to honor a 'hot cargo' clause is not the product of the union's forcing or requiring any employer . . . to cease doing business with any other person."[37] However, the Board was openly dissatisfied with this rule and on December 16, 1954, stated that the *Conway* decision was overruled and that attempts to enforce such contract clauses shall henceforth constitute secondary boycotts.[38] The Board's reasoning is that the scope of secondary boycotts is broader than the mere protection of the secondary employer, but was intended above all to protect the general welfare. Therefore, according to the Board, no private contract may waive a statutory provision enacted for the public welfare. It is apparent from more recent decisions that the Board intends to abide by its later ruling and prevent any union attempts to secure "subcontractor" clauses in their contracts.[39]

IV.

CONCLUSION.

Despite criticism by the Fifth Circuit, the Labor Board has been applying and no doubt will continue to apply the *Moore Dry-Dock* rules to cases involving "common situs" picketing. The Board will go beyond the mere content of picket signs and will examine all the circumstances to determine whether the picketing clearly discloses that it involves only

35. Royal Typewriter Co., 111 N.L.R.B. 57 (1955).

36. Rabouin v. NLRB, 195 F.2d 906 (2d Cir. 1952).

37. *Accord,* NLRB v. Office Towel Supply Co., 201 F.2d 838, 845 (2d Cir. 1953).

38. Mc Allister Transfer, Inc., 110 N.L.R.B. 224 (1954). This case also overruled the "course of employment" argument used in *Pittsburgh Plate Glass Co., supra,* n. 20. See also Marie T. Reilly *d.b.a.* Reilly Cartage Co., 110 N.L.R.B. 233 (1954)

39. See Local 47, International Brotherhood of Teamsters, AFL, 112 N.L.R.B. 111 (1955). The Board found that picketing to enforce a subcontractor clause ("It is further agreed that any subcontractors engaged to perform work covered by this agreement for the employer shall assume all the terms and conditions of this agreement.") was for the purpose of raising wage standards of the employees of specific subcontractors, and to induce the primary employer to cease doing business with the subcontractors. The Board concluded that this was a violation of § 8(b) (4) (a).